holder, or unless all the stockholders were present and participated in the transaction of business. *Tuttle* v. *Michigan Air Line R. Co.*, 35 Mich. 247; *Savings Bank* v. *Davis*, 8 Conn. 191; *Germer* v. *Triple State Mutual Gas & Oil Co.*, 60 W. Va. 143, 54 S. E. 509; ANGELL & AMES, CORPORATIONS, (2d Ed.), §391. In the absence of statutory provision, the charter or by-laws may fix the time and place at which the regular meeting shall be held, and this in itself is sufficient notice to the stockholders. *Morrill* v. *Little Falls Mfg. Co.*, 53 Minn. 371, 55 N. W. 547, 21 L. R. A. 173; 1 MORAWETZ, PRIVATE CORPORATIONS, §479. Where, however, charters and by-laws conflict with statutes the courts encounter difficulty. If a statute is plainly intended for the benefit and protection of the public and corporate creditors, or for the prevention of injury to stockholders, because of the holding of special meetings without their knowledge and consent, it is mandatory. *Cleveland City Forge-Iron Co.* v. *Taylor Bros. Iron Works Co.*, 54 Fed. 82; *United States v. McKelven*, 4 MacArthur, 162. But most of the statutes are enacted with special reference to the regular annual meeting. If such a statute requires that personal notice be given each stockholder, the presumption is that it was the legislature's aim to protect the stockholders; for it is manifest that the whole body of stockholders, duly assembled as a deliberative body, will best promote the corporate interests. Hence, the almost universal weight of authority at the present time is to the effect that the stockholders cannot, even though they all assent, alter the form of notice prescribed by the statute, under which the corporation is organized . *Westcott* v. *Minnesota Mining Co.*, 23 Mich. 145; *Stow* v. *Wyse*, 7 Conn. 214, 18 Am. Dec. 99; *Shelby R. Co.* v. *Louisville, C. & L. R. Co.*, 75 Ky. (12 Bush.) 62; *Wiggins* v. *First Freewill Baptist Church*, 49 Mass. (8 Metc.) 301; *Stevens* v. *Eden Meeting-House Society*, 12 Vt. 688; *In re St. Helen Mill Co.*, Fed. Cas., 12,222; *Hodgson* v. *Duluth, H. & D. R. Co.*, 46 Minn. 454, 49 N. W. 197; *Miller* v. *English*, 21 N. J. L. (1 Zab.) 317; *San Buenaventura Commercial & Mfg. Co.* v. *Vassault*, 50 Cal. 534; *Southern Plank Road Co.* v. *Hixon*, 5 Ind. 165; *Davies* v. *Monroe Waterworks & Light Co.*, 107 La. 145, 31 So. 694; *Charter Gas Engine Co.* v. *Charter*, 47 Ill. 36; *Rex* v. *Theodoric*, 8 East. 543; ANGELL & AMES, CORPORATIONS, §495; POTTER, CORPORATIONS, §343. For a discussion of the general nature of corporation meetings, see 10 MICH. LAW REV. 230. The court in the principal case has clearly indicated its intention of adhering to the above decisions, although it seems that the case might easily have been disposed of on the ground that the by-law in question, as it did not specify the exact hour for holding of meetings, was not sufficient notice.

COURTS—JURISDICTIONAL AMOUNT DETERMINED BY VALUE OF OBJECT TO BE GAINED.—Complainant electric company sues in the United States court to restrain the defendant, a like corporation, from maintaining its wires and poles in such proximity as to injure or endanger the property of complainant, and for general relief. It appeared that defendant had erected its poles on the same line and strung its wires for the most part immediately below those of the complainant, so as to make the maintenance and

operation of complainant's wires difficult and dangerous. Defendant denied that the damage caused to complainant or its property was in excess of $3000; and alleged that the cost of removal of all posts and wires in dangerous proximity to complainant's lines would not exceed $500. The District Court dismissed the bill for want of jurisdiction on the ground that the jurisdictional amount was fixed by the cost of removal of the poles and wires, and complainant appealed. *Held*, the jurisdictional amount is to be tested by the value of the object to be gained, which included not only the abatement of the nuisance but also the prevention of the occurrence of a like nuisance in the future. *Glenwood Light & Water Co.* v. *Mutual Light, Heat & Power Co.*, 36 Sup. Ct. 31.

In holding that the District Court erred by testing the jurisdiction as it did, and not by the relief sought to be gained, the principal case followed the general rule adopted by the Supreme Court under varying circumstances. *Scott* v. *Donald*, 165 U. S. 107; *McDaniel* v. *Traylor*, 196 U. S. 415; *Berryman* v. *Whitman College*, 222 U. S. 334; *Hunt* v. *N. Y. Cotton Exchange*, 205 U. S. 322; *McNeill* v. *Southern Ry. Co.*, 202 U. S. 543. The decisions of the inferior courts are to the same effect. *Rainey* v. *Herbert*, 55 Fed. 443, 5 C. C. A. 183; *Board of Trade* v. *Cella Commission Co.*, 145 Fed. 28; *American Smelting & Refining Co.* v. *Godfrey*, 158 Fed. 225; *Symonds* v. *Greene*, 28 Fed. 834. While the rule must necessarily depend upon the facts of each particular case, it must be applied largely where the relief prayed is an injunction. Where the facts warrant, the value of the right or thing which the complainant seeks to have enjoined, and not the damage suffered by him, is the amount in controversy, as is so well illustrated in the leading case of *Mississippi & Mo. R. R. Co.* v. *Ward*, 2 Black 492.

CRIMINAL LAW—VENUE IN CASES OF INTERSTATE SHIPMENTS OF INTOXICATING LIQUOR.—§240 of the FEDERAL CRIMINAL CODE makes it a punishable offense knowingly to "ship or cause to be shipped from one state,—or from any foreign country into any state,—" any package containing any intoxicating liquor of any sort, "unless such package be so labeled on the outside cover as to plainly show the name of the consignee, the nature of the contents, and the quantity contained therein." The defendant was indicted in the District of Kansas for violating this statute by knowingly shipping or causing to be shipped such an unlabeled package from Joplin, Missouri, into Cherokee County, Kansas. The District Court sustained a motion to quash and a demurrer, and ordered the discharge of the defendant, on the ground that the offense was complete when the package was delivered to the carrier for shipment, and was cognizable only in the Western District of Missouri. On appeal under the CRIMINAL APPEALS ACT, c. 2564, 34 Stat. 1246, *held*, to ship a package from one state into another is essentially a continuing act, the performance of which is begun by delivering to the carrier and completed when the package reaches its destination, and is therefore cognizable in the District into which the package was transported, as provided in JUD. CODE, §42, formerly REV STAT. §731, which declares that where an offense is begun in one judicial circuit and completed